

REAFFIRMATION AGREEMENT

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA
NORTH DAKOTA

Debtor's Name Scott W. Conner & Melissa B. Conner	2002 JUN 13 A 9:12	Bankr. Case No. 02-30679-WH
Creditor's Name and Address GENERAL MOTORS ACCEPTANCE CORPORATION 1700 West Highway 36, Suite 510 Roseville, MN 55113	Chapter 7	

FILED

ATTACH A COPY OF ALL COURT JUDGMENTS, SECURITY AGREEMENTS,
AND EVIDENCE OF THEIR PERFECTION.

NOTICE TO DEBTOR:

This agreement GIVES UP THE PROTECTION OF YOUR BANKRUPTCY DISCHARGE for this debt.

AS A RESULT OF THIS AGREEMENT, THE CREDITOR MAY BE ABLE TO TAKE YOUR PROPERTY OR WAGES if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

YOU MAY RESCIND (CANCEL) THIS AGREEMENT AT ANY TIME BEFORE THE BANKRUPTCY COURT ENTERS A DISCHARGE ORDER OR WITHIN 60 DAYS AFTER THIS AGREEMENT IS FILED WITH THE COURT, WHICHEVER IS LATER, by notifying the creditor that the agreement is canceled.

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT BY ANY LAW. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code § 524(c)).

YOU ARE ALLOWED TO PAY THIS DEBT WITHOUT SIGNING THIS AGREEMENT. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to REDEEM the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)

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REAFFIRMATION AGREEMENT

Each Debtor signing this agreement and General Motors Acceptance Corporation ("Creditor") agree to reaffirm the debt owed to Creditor based upon a Contract dated December 17, 2001 (the "Contract") as follows:

THE DEBT

Total Amount of Debt When Case was Filed	<u>\$3,574.19</u>
Reduction of the Debt, if any	<u>\$0.00</u>
Total Amount of Debt Reaffirmed	<u>\$3,574.19</u>

Total amount of debt reaffirmed includes the following:

Interest Accrued to Date of Agreement	<u>\$0.00</u>
Attorney Fees	<u>\$0.00</u>
Late Fees	<u>\$0.00</u>
Other Expenses or Costs Relating to the Collection of this Debt (Describe)	<u>\$0.00</u>

Amount of Monthly Payments

☐ payment of \$_____ on _____, and
☒ payment of \$128.96 on May 17, 2002, and
☒ in monthly installments of \$129.74 commencing on June 17, 2002 and
continuing on the same day of each succeeding month.

Annual Percentage Rate (APR)	<u>11.50%</u>
Total Number of Payments to be made	<u>32</u>
Total of Payments if paid according to schedule	<u>\$4,151.68</u>
Date Any Lien Is to Be Released if paid according to schedule	<u>12/17/04</u>

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional Terms Agreed to by the Parties (if any):

Payments on this debt were not in default on the date on which this bankruptcy case was filed. This agreement differs from the original agreement with the creditor as follows:

**CREDITOR'S STATEMENT CONCERNING AGREEMENT AND
SECURITY/COLLATERAL (IF ANY)**

Description of Collateral U84 CHEVK10 VIN 1GCEK14H8EJ116974

Value \$2,000.00

Basis or Source for Valuation Replacement Value - Book Value

Current Location and Use of Collateral Debtor's use for travel

Expected Future Use of Collateral Debtor's Use for Travel

Check Applicable Boxes:

- ☒ Any lien described herein is valid and perfected.
- ☐ This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C. § 523) or any other dispute. The nature of dispute is

TO BE COMPLETED BY DEBTOR

**DEBTOR'S STATEMENT OF
EFFECT OF AGREEMENT ON DEBTOR'S FINANCES**

My Monthly Income (take home pay plus any other income received) is \$ 2500.00.

My current monthly expenses total \$ 1500.00 not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement will not impose an undue hardship on me or my dependents.

DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because I need this vehicle to travel to and from work.

I believe this agreement is in my best interest because this vehicle is needed for work, ~~more~~

I considered redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C. § 722). I chose not to redeem because I can't afford to pay it off and would like to continue making monthly payments

I was represented by an attorney during negotiations on this agreement.

CERTIFICATION OF ATTACHMENTS

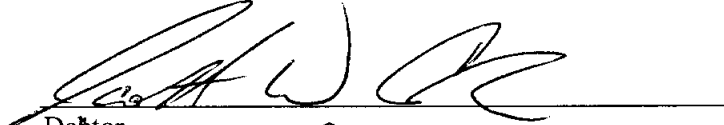
Any documents which created and perfected the security interest or lien are attached. [If documents are not attached: The documents which created and perfected the security interest or lien are not attached because both parties already have copies.]

SIGNATURES

Dated

14 May 02

Debtor



Dated

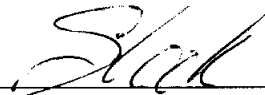
5/14/02

Debtor



Dated

General Motors Acceptance Corporation



(Signature of Client Representative)

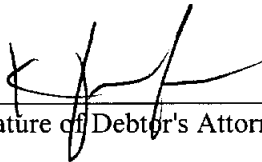
CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

I hereby declare, under penalty of perjury, after careful inquiry, that to the best of my knowledge, 1) this agreement represents a fully informed and voluntary agreement by the debtor(s); 2) this agreement does not impose a hardship on the debtor or any dependent of the debtor; and 3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

Dated

5/21/02

(Signature of Debtor's Attorney, if any)



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RETAIL INSTALLMENT CONTRACT
GMAC FLEXIBLE FINANCE PLAN

Buyer (and Co-Buyer) - Name and Address (include County and Zip Code)	Creditor (Seller Name and Address)
REGINA ROBINSON SCOTT CONNER MC 68 BOX 58 NEW MORTONVILLE, WV 26155	RYDELL CHEVROLET OLDSMOBILE CADILLAC, INC. 2700 E.D. WASHINGTON ST GRAND FORKS, MD 20621

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor the Amount Financed and Finance Charge according to the payment schedule shown below. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed.

Description of Vehicle: You agree to buy and the Creditor agrees to sell the following vehicle:

New or Used	Year	Make and Model	Body Type	Vehicle Identification No.	Use for Which Purchased
USED	1984	CHEVROLET	K18 PICKUP 4	1BDEK14HNEJ116374	<input checked="" type="checkbox"/> personal <input type="checkbox"/> business

If truck—Describe body and major items of equipment sold:

FEDERAL TRUTH-IN-LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$1390.00 is
11.50 %	\$ 735.14	\$ 3934.58	\$ 4670.64	\$ 5870.64

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows:
36	\$25.74	Monthly beginning 17 JAN 2002	

Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 8% of the amount of the payment that is late, with a maximum charge of \$10.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information. See the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

Any installment which is more than twice the amount of an otherwise regularly scheduled equal installment is a **BALLOON PAYMENT**. (Complete the following ONLY if any installment substantially exceeds in amount any prior installment other than the downpayment.) As explained on the reverse side of this contract in the paragraph entitled "Late Payments and Early Payments" the amount of the payment due at the end of the contract term may be more or less than the amount shown in the Payment Schedule. THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS. LARGER INSTALLMENTS WILL BE DUE AS FOLLOWS: If you make every payment on the date it is due.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, and taxes) \$ 4990.00 (1)

2 Total Downpayment = Net Trade-In \$ 700.00 + Cash Downpayment \$ 690.00 \$ 1390.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 3600.00 (3)

4 Other Charges including Amounts Paid to Others on Your Behalf (Seller may be keeping part of these amounts):

A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below—Covering Damage to the Vehicle	\$ N/A
B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named Below—Covering Certain Mechanical Repairs	\$ N/A
C Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below.	\$ N/A
Life \$ N/A Disability, Accident and Health \$ N/A	
D Official Fees Paid to Government Agencies	\$ N/A
E Taxes Not Included in Cash Price	\$ 216.50
F Government License and/or Registration Fees (Itemize)	\$ N/A
G Government Certificate of Title Fees	\$ 30.00
H Other Charges (Seller must identify who will receive payment and describe purpose)	\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 244.50 (4)
5 Amount Financed—Unpaid Balance (3 - 4)	\$ 3355.50 (5)

Insurance. If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

Required Physical Damage Insurance. Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4A of the itemization above.

Optional Mechanical Repair Insurance. The cost of this insurance is shown in 4B of the itemization above.

Insurance Company: RYDELL Term: 36 months

☐ \$ Deductible Collision and other:

☐ Full Comprehensive including Fire, Theft and Combined Additional Coverage

☐ \$ Deductible Comprehensive including Fire, Theft and Combined Additional Coverage

☐ Fire, Theft and Combined Additional Coverage

Optional, if desired—☐ Towing and Labor costs ☐ Rental Reimbursement ☐ CB Radio Equipment

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4C of the itemization above. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

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Additional Information: See the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

Any installment which is more than twice the amount of an otherwise regularly scheduled equal installment is a **BALLOON PAYMENT**. (Complete the following ONLY if any installment substantially exceeds in amount any prior installment other than the downpayment.) As explained on the reverse side of this contract in the paragraph entitled "Late Payments and Early Payment," the amount of the payment due at the end of the contract term may be more or less than the amount shown in the Payment Schedule. **THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS. LARGER INSTALLMENTS WILL BE DUE AS FOLLOWS:** if you make every payment on the date it is due.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, and taxes)	\$	4998.00	(1)
2 Total Downpayment= Net Trade-In \$ <u>700.00</u> + Cash Downpayment \$ <u>600.00</u>	\$		
+ Other (Describe): Your Trade-In is a <u>1991 DODGE</u> Make <u>SHARON</u> Model <u>J</u>	\$	1300.00	(2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$	3698.00	(3)
4 Other Charges including Amounts Paid to Others on Your Behalf (Seller may be keeping part of these amounts):			
A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below - Covering Damage to the Vehicle	\$	N/A	
B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named Below - Covering Certain Mechanical Repairs	\$	N/A	
C Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below: Life \$ <u>N/A</u> Disability, Accident and Sickness \$ <u>N/A</u>	\$	N/A	
D Official Fees Paid to Government Agencies	\$	N/A	
E Taxes Not Included in Cash Price	\$	216.50	
F Government License and/or Registration Fees (license)	\$	N/A	
G Government Certificate of Title Fees	\$	30.00	
H Other Charges (Seller must identify who will receive payment and describe purpose)	\$		
to _____ for _____	\$	N/A	
to _____ for _____	\$	N/A	
Total Other Charges and Amounts Paid to Others on Your Behalf	\$	246.50	(4)
5 Amount Financed - Unpaid Balance (3 + 4)	\$	3944.50	(5)

Insurance, if any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions. Required Physical Damage Insurance. Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4B of the itemization above.

Insurance Company <u>N/A</u> Term <u>N/A</u> months	Insurance Company <u>N/A</u>
<input type="checkbox"/> \$ _____ Deductible Collision and others:	Term: <input type="checkbox"/> 36 months or 36,000 miles, whichever occurs first
<input type="checkbox"/> Full Comprehensive including Fire, Theft and Combined Additional Coverage	Term: <input type="checkbox"/> <u>N/A</u>
<input type="checkbox"/> Deductible Comprehensive including Fire, Theft and Combined Additional Coverage	<input type="checkbox"/> \$25 Deductible <input type="checkbox"/> \$50 Deductible <input type="checkbox"/> \$ _____ Deductible
<input type="checkbox"/> Fire, Theft and Combined Additional Coverage	
Optional, if desired - <input type="checkbox"/> Towing and Labor costs <input type="checkbox"/> Rental Reimbursement <input type="checkbox"/> CB Radio Equipment	

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4G of the itemization above. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Check the insurance desired: ☐ Life (Buyer) ☐ Co-Buyer ☐ Both ☐
☐ Disability, Accident and Health (Buyer Only)

Name of Insurer N/A (Phone Office Address) N/A
Under policy of designated insurer, maximum amount of insurance under this contract is \$ N/A, and the total amount of insurance under this and any other insurance contract of the Buyer is limited to \$ N/A.

Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS. CREDITOR WILL APPLY FOR REQUESTED COVERAGES ON BEHALF OF BUYER.

See the other side of this contract for other important agreements, including your agreement to give the Creditor a security interest in insurance premiums and proceeds.

NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this contract when you sign it. 3. Under the law, you have the following rights, among others: (a) right to pay off in advance the full amount due and to obtain a partial refund of the finance charge; (b) to redeem the property if repossessed for a default within the time provided by law; (c) to require, under certain conditions, a resale of the property if repossessed. 4. If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.

You signed this contract and received a copy on (the not use on Sunday) 27 OCT 20 01

Buyer Signs [Signature] Co-Buyer Signs [Signature]

Co-Buyer and Dealer Owner's - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The co-buyer or other owner knows that the Creditor has a security interest in the vehicle and consents to the security interest.

Other owner signs here _____ Address _____

Creditor Signs _____ By [Signature] Title _____

SELLER - GENERAL MOTORS CORPORATION
If Seller obtained this vehicle from General Motors Corporation (GM) on installment credit terms, Seller assigns its interest in this contract to GM under the terms of the GM Installment Sales Finance Plan - Terms of Substitution and Assignment agreement. Otherwise, Seller assigns its interest in this contract to General Motors Acceptance Corporation (GMAC) under the terms of the GMAC Retail Plan agreement.

Assigned with recourse	Assigned without recourse (unlinked recourse)
Seller _____ By _____ Title _____	Seller <u>[Signature]</u> By _____ Title _____

Z106 PR NO 3/2001 (2) (For use in the State of North Dakota) (1 of 4)
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Notice: See Other Side

ORIGINAL

MAURET CHEVROLET OBTAINING CREDIT FROM

OTHER IMPORTANT AGREEMENTS

Finance Charge. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed. The Creditor will apply each payment first to the earned and unpaid part of the Finance Charge, and then to the unpaid balance of the Amount Financed.

Late Payments and Early Payments. The amounts shown on the front of this contract for the Finance Charge, Total of Payments and the Total Sale Price are based on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments and Total Sale Price will be more if you pay late and less if you pay early. If all your scheduled payments are equal, changes will take the form of more or fewer payments of the same amount, with a smaller final payment. If your final scheduled payment is larger than your earlier scheduled payments, changes will take the form of a larger or smaller final payment. The Creditor will send you a notice before the due date of the final scheduled payment. The notice will show the amount of the unpaid balance and the new payment schedule.

Ownership and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to remove the vehicle from the United States or Canada, or to sell, rent, lease or otherwise transfer any interest in the vehicle or this contract without the Creditor's written permission. You agree not to expose the vehicle to misuse, seizure, or confiscation, or other involuntary transfer, even if the vehicle was not the subject of judicial or administrative action. You will make sure the Creditor's security interest (lien) on the vehicle is shown in the title. If the Creditor pays any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you agree to repay the amount when the Creditor asks for it.

Security Interest. You give the Creditor a security interest in (1) the vehicle being purchased, (2) any accessories, equipment and replacement parts installed in the vehicle, (3) any insurance proceeds and charges for service contracts returned to the Creditor, (4) any proceeds of insurance policies or service contracts on the vehicle, and (5) any proceeds of insurance policies on your life or health which are financed in this contract. This security interest covers all amounts you owe in this contract and in any transfer, renewal, extension or assignment of this contract. It also secures your other obligations in this contract.

Prepayment. You may prepay the unpaid balance of the Amount Financed in full or in part at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of payment.

Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it decides. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge, at the highest lawful contract rate. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

Late Charge. You will have to pay a late charge on each payment received by the Creditor more than ten days late. The charge is shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

Optional Insurance or Service Contracts. This contract may contain charges for optional insurance or service contracts. If the vehicle is repossessed, you agree that the Creditor may obtain benefits under these contracts and terminate them to obtain refunds for unearned charges.

Insurance or Service Contract Charges Returned to Creditor. If any charge for required insurance is returned to the Creditor, it may be credited to your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance or service contracts obtained by the Creditor will be credited to your account. You will be notified of what is done.

Required Payment to Full Before the Scheduled Date. If you fail to pay any payment when due; if a proceeding in bankruptcy, receivership or insolvency is started by you or against you or your property; or if you break any of the agreements in this contract (default), the Creditor can demand that you pay all you owe on this contract all at once (not just past due payments).

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

NOTICE: THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

The preceding notice applies only to goods or services obtained primarily for personal, family, or household use.

payments). The amount you owe will be the unpaid balance of the Amount Financed plus the earned and unpaid part of the Finance Charge, and any late charges, and any amounts due because you did not keep contract promises.

Repossession of the Vehicle for Failure to Pay. Repossession means that, if you fail to pay according to the payment schedule or if you break any of the agreements in this contract (default), the Creditor can take the vehicle from you. To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, such as clothing, the Creditor can remove it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments). The amount you owe will be the unpaid balance of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and all other amounts due, including the cost of taking and storing the vehicle and other expenses that the Seller or the Creditor has had. You must also cure any default in addition to nonpayment of what you owe. Your right to redeem will end when the vehicle is sold.

Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay off part of your debt.

The net proceeds will be figured this way: Any late charges and any charges for taking and storing the vehicle, clearing and advertising etc., and any attorney fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the Creditor will pay you the difference, unless required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, you will pay the Creditor the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate until you do pay all you owe to the Creditor.

Collection Costs. If the Creditor hires an attorney to collect what you owe, you will pay the attorney's reasonable fee and any court costs.

Delay in Enforcing Rights and Changes of this Contract. The Creditor can delay or refrain from enforcing any rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is invalid, all other parts will remain enforceable.

Warranty Seller Disclaimers. You understand that the Seller is not offering any warranty and that there are no implied warranties of merchantability, or fitness for a particular purpose, or any other warranties, express or implied by the Seller, covering the vehicle unless the Seller extends a written warranty or service contract within 90 days from the date of this contract.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Notice of Substitution of Contract. If Seller obtained this vehicle from General Motors Corporation (GM) on installment credit terms, this contract will be substituted by Seller for and replace the Seller's obligation to pay GM for the vehicle you are purchasing. This substitution will not change the amount you have agreed to pay the Seller, the payment schedule, the finance charge or any of your rights and duties for this purchase. The terms of this contract set forth your entire and only obligation to Seller, GM, or any other holder of this contract.

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Annual Percentage Rate on the unpaid balance of the Amount Financed. The Creditor will apply each payment first to the earned and unpaid part of the Finance Charge, and then to the unpaid balance of the Amount Financed.

Late Payments and Early Payments. The amounts shown on the front of this contract for the Finance Charge, Total of Payments and the Total Sale Price are based on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments and Total Sale Price will be more if you pay late and less if you pay early. If all your scheduled payments are equal, changes will take the form of more or fewer payments of the same amount, with a smaller final payment. If your final scheduled payment is larger than your earlier scheduled payments, changes will take the form of a larger or smaller final payment. The Creditor will send you a notice before the due date of the final scheduled payment. The notice will show the amount of the unpaid balance and the new payment schedule.

Ownership and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to remove the vehicle from the United States or Canada, or to sell, rent, lease or otherwise transfer any interest in the vehicle or this contract without the Creditor's written permission. You agree to keep the vehicle insured, against loss, destruction, or other involuntary transfer, even if the vehicle is not the subject of judicial or administrative action. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title. If the Creditor pays any repair bills, storage bills, taxes, fees, or other charges on the vehicle, you agree to repay the amount when the Creditor asks for it.

Security Interest. You give the Creditor a security interest in (1) the vehicle being purchased, (2) any accessories, equipment and replacement parts installed in the vehicle, (3) any insurance premiums and charges for service contracts returned to the Creditor, (4) any proceeds of insurance policies or service contracts on the vehicle, and (5) any proceeds of insurance policies on your life or health which are financed in this contract. This security interest covers all amounts you owe in this contract and in any transfer, renewal, extension or assignment of this contract. It also secures your other obligations in this contract.

Prepayment. You may prepay the unpaid balance of the Amount Financed in full or in part at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of payment.

Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it decides. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge, at the highest lawful contract rate. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

Late Charge. You will have to pay a late charge on each payment received by the Creditor more than ten days late. The charge is shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

Optional Insurance or Service Contracts. The contract may contain charges for optional insurance or service contracts. If the vehicle is repossessed, you agree that the Creditor may claim damages under these contracts and terminate them to obtain refunds for unearned charges.

Insurance or Service Contract Charges Returned to Creditor. If any charge for required insurance is returned to the Creditor, it may be credited to your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance or service contracts obtained by the Creditor will be credited to your account. You will be notified of what is done.

Required Repayment in Full Before the Scheduled Date. If you fail to pay any payment when due, if a proceeding in bankruptcy, receivership or insolvency is started by you or against you or your property, or if you break any of the agreements in this contract (default), the Creditor can demand that you pay all you owe on this contract at once (not just past due).

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

NOTICE: THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION BY THE CREDITOR IF YOU ARE IN DEFAULT UNDER THE CONTRACT. THE CREDITOR MAY REPOSSSESS AND SELL TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE

Financed plus the earned and unpaid part of the Finance Charge, and any late charges, and any amounts due because you did not keep contract promises.

Repossession of the Vehicle for Failure to Pay. Repossession means that, if you fail to pay according to the payment schedule or if you break any of the agreements in this contract (default), the Creditor can take the vehicle from you. To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments). The amount you owe will be the unpaid balance of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and all other amounts due, including the cost of taking and storing the vehicle and other expenses that the Seller or the Creditor has had. You must also cure any default in addition to nonpayment of what you owe. Your right to redeem will end when the vehicle is sold.

Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell the vehicle. The Creditor will use the net proceeds of the sale to pay down your debt.

The net proceeds of sale will be figured this way: Any late charges and any charges for taking and storing the vehicle, clearing and advertising etc., and any attorney fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the Creditor will pay you the difference, unless required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, you will pay the Creditor the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate until you do pay all you owe to the Creditor.

Collection Costs. If the Creditor hires an attorney to collect what you owe, you will pay the attorney's reasonable fee and any court costs.

Delay in Enforcing Rights and Changes of this Contract. The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is held invalid, all other parts will remain enforceable.

Warranty Seller Disclaims. You understand that the Seller is not offering any warranties and that there are no implied warranties of merchantability, or fitness for a particular purpose, or any other warranties, express or implied by the Seller, covering the vehicle unless the Seller attends a written warranty or service contract within 90 days from the date of this contract.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purposes for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Notice of Substitution of Contract. If Seller obtained this vehicle from General Motors Corporation (GM) on installment credit terms, this contract will be substituted by Seller for and replace the Seller's obligation to pay GM for the vehicle you are purchasing. This substitution will not change the amount you have agreed to pay the Seller, the payment schedule, the finance charge or any of your rights and duties for the purchase. The terms of this contract set forth your entire and only obligation to Seller, GM, or any other holder of this contract.

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